1938.

Department of Land Revenue

OFFICE Board of Revenue

STATION Madras

No. 1320

Dated 9-5-1938

B 32197/38

12 MAY 1938

Pages in the

(SUBJECT.)

Licence - land - Bellary - Bellary
Town - T.S. No. 499/1 - Collector
Office Compound - Croppers Canna
Club ... Sanctioned

C.F.

In reply, please quote number, date and short title.*

Revenue DEPARTMENT.

Received *Registered* 1933/19

From (Name) J.W. Pritchard Esq., I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

BOARD OF REVENUE
23 APR 1938
MADRAS

To

The Secretary to the Board of Revenue,
Madras.

Ref. C. *No.* 5948-37A-7, *dated* 21-4-38. 19

Sir,

ENCLOSURES Licence a sketch and calculation sheet

SPARE COPIES 22A

(E)

*Licence- Land- Bellary taluk and town- Collector's Office compound- grant to Crofton's Tennis club- application- submitted.

The Secretary, Crofton's Tennis club has applied for the grant of a licence for the Tennis court in the Collector's Office compound with reference to B.P. 132 Press dated 30-9-36. The extent applied for measures 0.25 acres. Its value estimated at Re 1-0-0 per square yard comes to Rs 1210. and the ground rent works out to Rs 1-9-0 at Rs 6-4-0 per acre. There are two margosa trees and a telegraph post situated within the premises of the Tennis court. The Secretary has undertaken not to interfere with them.

2. The Tennis court has already been laid out. The Executive Engineer Bellary has no objection to the grant of a licence. The sketch approved by him is enclosed.

3. The club consists of 24 members, all of whom are Government servants. There are no rules for the club. The business is carried on with reference to resolutions passed from time to time.

4. I recommend that the grant of a licence to the Crofton's Tennis Club may be sanctioned subject to the payment of an annual licence fee of Rs 1-9-0. A draft licence is enclosed.

A.S.N./22-4a.

For Collector.

APPENDIX XXX-A

Licence for the use of State land for recreation purposes.

I, the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the Secretary, ~~of~~ Crofton's Tennis Club, Bellary for the time being (hereinafter referred to as the license) to use at all times during the continuance of this licence all that piece and parcel of land ~~xinx~~ situated in the Compound of the Collector's office Bellary (at the south-east corner) and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the Tennis ~~Play~~ Court subject nevertheless to the conditions herein contained.

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs 1-9-0 clear of all deductions, the first of such payments to be made on the 9th day of 1938 and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purposes of the Tennis ~~Play~~ Court.

5. The licensee may erect thattis to south, west and north to limit the tennis court, in accordance with the plan hereto annexed.

6. The land shall not be used for political meetings.

The licensee shall not, except as provided in condition 5, erect any buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the ~~Government of~~ (Board of Revenue) Madras.

8. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid, in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structure shall be made without the previous written sanction of the ~~Government of~~

~~Government of (~~Board of Revenue~~)~~, Madras.

9. The licensee may uproot, cut down or destroy such trees plants, groves or bushes, as, in the opinion of the Collector, it is necessary to uproot, cut down or destroy, to make the said land fit for the purposes of the Tennis ~~play~~ court, and may take them free of charge, and dispose of them in any manner ~~he~~ ~~Secretary~~ licensee likes. The licensee may level the ground by removing embanked pathways and filling up low-lying places on the said land so as to make the ground fit for the purpose of the Tennis ~~play~~ court and may mow and cut the grass thereon and dispose of the same in any manner the ~~Secretary~~ licensee likes and do any work on the said land which in the opinion of the Collector is necessary for such purpose. The two many bills & a telegraph pole situated in the premises quite near the court shall not be interfered

10. The licensee shall remove immediately any unauthorized building, fence or structure, on receiving notice from the Collector, and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licencee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of, or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

11. The licensee shall not, without the previous written sanction of the ~~Government of (~~Board of Revenue~~)~~, Madras, permit any person to use the said land or any structure thereon or any portion of such land or of such structure except as provided in condition 4.

12. The licensee shall on the termination or revocation of this licence restore the said land to as good a condition as is consistent with the foregoing conditions.

13. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing conditions.

14. The Collector may revoke this licence at any time if the

if the licence fee or any part thereof shall remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the conditio herein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the licensee shall not be entitled to any compensation therefor.

15. The licence hereby granted may be revoked by the Collector/ any other higher authority after giving ~~six months'~~ 24 hours' notice in writing and by the ~~Government of~~ Board of Revenue, Madras, without notice for emergent reasons (the said ~~Government~~ Board of Revenue being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector six months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of any of the foregoing conditions. The licensee shall not, in case of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements effected by the licencee to the said land, but licensee may, before the revocation or termination of the licence takes effect or, if the licence is revoked witnout notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

(16) The special conditions prescribed in paragraph 4 of the Government Order No. 2051 Revenue, dated 13th September 1936 (B.P. No. 132, Press, dated 30th September 1936.

(i) If the club proposes to put up buildings or structures or to make badminton or tennis courts conditions should be imposed to the effect that the site as well as the plans and estimates should be approved by the Executive Engineer on behalf of the Government in order to ensure that such buildings, structures or courts are in keeping with the lay-out of the Government buildings.

(ii) The licence should be made revocable at 24 hours' notice.

Schedule.

Town	Ward Number	Survey Number	Area	Boundaries.
Bellary	1	499-1 Village Site Pavamboke	ac c ~~73-39~~ 0.25 Cents	North: Open space. South: Open space East: Compound Wall West: Roots Shed and open space.

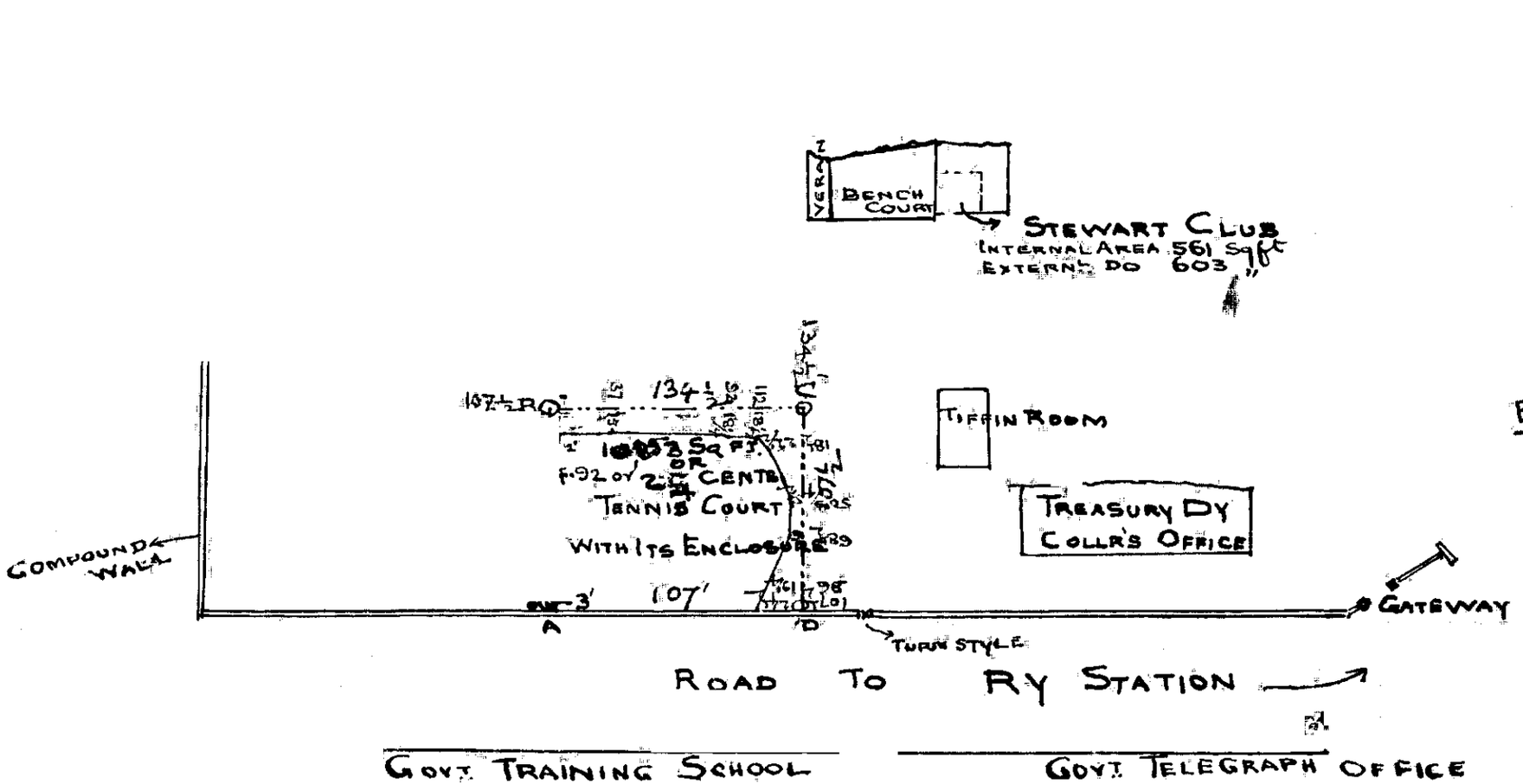
In witness

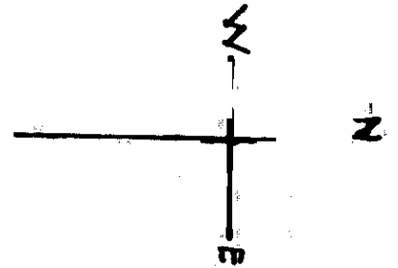
I agree to the conditions contained in the above licence

Licensee.

ANNEXURE.

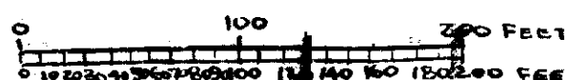
Plan with measurement sheet.





PLAN OF TENNIS COURT IN BELLARY COLLECTOR'S OFFICE COMPOUND

Scale /100



Bellary Collectorate Office
Tennis Court
Calculation Sheet

STATION A TO B	L	B	area sft²
0 TO 89'	89	$\frac{3+2}{2}$	= 222.50
89 TO 92½	3½	$\frac{2+4}{2}$	= 10.50
92½ TO 107½	15	$\frac{4}{2}$	= 60.00
B TO C			
4 to 37'	33	15	= 495.00
37 TO 92'	55	$\frac{15+18\frac{1}{2}}{2}$	= 914.38
92 TO 112	20	$\frac{18\frac{1}{2}+18\frac{1}{2}}{2}$	= 367.50
112 TO 134½	22½	$18\frac{1}{2}$	= 416.25
C TO D		curves like average	
8½ TO 50¾'	32¼	13	= 419.25
50¾ to 68½'	17¾	$\frac{5+6}{2}$	= 102.06
68½ TO 96'	27½	$\frac{6+19\frac{1}{4}}{2}$	= 347.19
96 TO 107½'	11½	$\frac{19\frac{1}{4}+24\frac{1}{2}}{2}$	= 251.56
		Total sft	3606.19

Area of the Block A B C D = $107\frac{1}{2} \times 134\frac{1}{2}$
= 14,458.75 sft
Deduct the above area not covered by the enclosure = −3606.19
10852.56 sft
or
10853 sft
Cents
or 24.92 Cents 25 Cents

Total Area of Tennis Court with its enclosure

D. Krishnaiah M 10

Bellary Collector's Office

Tennis Court

Calculation Sheet

STATION A TO B	L	B	area sft
0 TO 89' =	89	$\frac{3+2}{2}$	= 222.50
89 TO 92½ =	3½	$\frac{2+4}{2}$	= 10.50
92½ TO 107½ =	15	4	= 60.00
B TO C			
4 to 37'	33	15	= 495.00
37 TO 92'	55	$\frac{15+18\frac{1}{2}}{2}$	= 914.38
92 TO 112	20	$\frac{18\frac{1}{2}+18\frac{1}{2}}{2}$	= 367.50
112 TO 134½	22½	18½	= 416.25
C TO D		curved line average	
18½ TO 50¾'	32¼	13	= 419.25
50¾ to 68½'	17¾	$\frac{5\frac{1}{2}+6}{2}$	= 102.06
68½ TO 96'	27½	$\frac{6+19\frac{1}{4}}{2}$	= 347.19
96 TO 107½	11½	$\frac{19\frac{1}{4}+24\frac{1}{2}}{2}$	= 251.56
		Total sft	3606.19

Area of the Block A, B, C, D = $107\frac{1}{2} \times 134\frac{1}{2}$ = 14,458.75 sft

Deduct the above area not covered by the enclosure = −3606.19

10852.56 sft, or 10853 sft

Net area of Tennis Court within enclosure = 24.92 Cents or 25 Cents

D. Krishnaiah
19.10.37 M.I.O Bellary

J.F.H
G.A.H
F.W.S.

10/5

DRAFT FOR APPROVAL.

Sub: ¾ Licence - Land - (Bellary) Bellary Tk - and ~~Vge~~ Town T.S.No. 499/1 - Collector's office Compound - Crofton's Tennis Club - Tennis Court - Sanctioned.

P.3219/38 from Coll. Bellary R.C. 5948/37 A.7 9.4.38 Q

11.5.

Resolution Mis /320 d/ 9/5/38

The Board sanctions the grant of a licence to the Crofton's Tennis Club, Bellary to use an extent of 0.25 cents of land in T.S.No. 499/1 of Bellary ~~Vge~~ Town for the purpose of tennis Court The licence will be in the form annexed to these proceedings and will be subject to the conditions stipulated therein.

Ch.
7/5/38

9/5

7/5/38

5/8

To
The Collector of
with a draft licence ~~and a sketch.~~
(pp 3-9. C.F. to be copied
~~and pp C.F. to go in original~~)

Note to C.D.
Please keep a neatly typed copy of the draft licence in the file.

Typist M. Latse and Bd copy of the licence as directed by the section

11/5

APPENDIX XXX-A.

Licence for the use of State Land for recreation purposes.

I, the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the Secretary, Crofton's Tennis Club, Bellary for the time being (hereinafter referred to as the licensee) to use at all times during the continuance of this licence all that piece and parcel of land situated in the Compound of the Collector's office, Bellary (at the south-east corner) and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached for the purpose of the Tennis Court subject nevertheless to the conditions herein contained.

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs.1-9-0 clear of all deductions, the first of such payments to be made on the 9the day of May 1938 and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable inrespect of the said land.

4. The licensee shall not use the said land or suffer it to be used exccept for the purpose of the Tennis Court.

5. The licensee may erect thattis to south, west and north to limit the tennis court in accordance with the plan hereto annexed.

6. The land shall not be used for political meetings.

7. The licensee shall not, except as provided in condition 5, erect any buildings, fences or structures of permanent or a temporary character on the said land without the previous written sanction of the Board of Revenue, Madras.

8. The licensee shall maintain the said land in a clear sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid in good and substantial repair to the satisfaction of the Collector. No alterationor extension of any such structure shall be made without the previous written sanction of the Board of Revenue, Madras.

9. The licensee may uproot, cut down or destroy such trees, plants, groves or bushes, as, in the opinionof the Collector, it is necessary to uproot, cut down or destroy, to make the said land fit for the purposes of the Tennis court, and may take them free of charge, and dispose of them in any manner he likes. The license may level the ground by removing embanked pathways and filling up low-lying places on the said land so as to make the ground fit for the purpose of the Tennis Court and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary for such purpose. The tomargosa trees and a telegraph post situated in the premises of the Tennis Court shall not be interferred with.

10. The licensee shall remove immediately any unauthorised building, fence or structure, on receiving notice from the Collector, and in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have b en taken delivery of, or the cost of removal and storage of which shallnot have been paid by the licensee on demand made as aforesaid.

11. The licensee shall not, without the previous written sanction of the Board of Revenue, Madras, Permit any person to use the said land or any structure thereon or any portionof such land or of such structuture except as provided in condition 4.

12. The Licensee shall on the termination or revocation of this licence restore the said land to as good a condition as is consistent with the foregoing conditions.

13. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as permitted by the foregoing conditions.

14. The Collector may revoke this licence at any time if the licence fee or any part thereof shall remain un aid for 15 days after it hasbecome payable (whether formally demanded or not) or if the licensee shallhave broken any of the conditionsherein contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and strctures thereon and the licensee shall not be entitled to any compensation therefor.

15. Thelicence hereby granted may be revoked by the Collector or any other higher authority after giving 24 hours notice in writing and by the Board of Revenue, Madras, without notice for emergent reasons (the said Board of Revenue being the sole judge of the emerg ncy) and shall be terminableby the licensee,by giving to the Collector six months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of any of the foregoing conditions The licensee shall not, incase of such revocation or termination, be entitled to any compensation in respect of any buildings, fences and structures onthe said land or of any other improvements effected by the licensee to the said land, but licensee may, before the revocation or terminationof the licence takes effect or if the licence is revoked without notice, within such time as may be allowed by the Collector in that behalf, remove such buildings, fences and structures.

Schedule.

Town	Ward number	Survey Number.	Area.	Boundaries.
68 Bellary.	1	499-1 Village site poromboke	ac. c. 0.25 cents.	North: Open space. South: Open space. East: Compound wall. West: Ryots Shed and open space.

In witness

I agree to the conditions contained in the above licence.

Sd.
Licensee.

ANNEXURE.

Plan with measurement sheet.

M1
M2
M3
A.S.(L.R.)

Note File.

Licence - Land - (Bellary) - Bellary TC & Town - T.S. No 499/1 - Collector's Office Compound - Lerofton's Tennis Club - Tennis Court -

p1c4 B. 3219/38 from the Collector of Bellary
RC 5948/37 A.7 dt 21-4-38

To Asst. Secretary.

Please see the Collector's letter at page 1 c4.

The proposals in the current file relate to the issue of a licence to the Lerofton's Tennis Club, Bellary to use an extent of 0·25 cents of land in the Collector's office compound for the purpose of a tennis court. The proposals are complete and the market value of the land applied for is within the powers of sanction of the Full Board. The proposals may be sanctioned

ICS.
28/4/38
2.5.38

M3 5/5

M2 4/5

M.1 5.5.38

To Asst. Secretary.

Please see the orders on the previous page. Draft submitted for approval

I.C.S.
7/5/38

AS
7.5.38

AS
9.5.

CIRCULATION CHECK SLIP.

B. P. No. Ms 1320

Dated 9-5-38

~~Single Member~~

~~Two Members~~

Full Board.

	I.A.	A.D.S - L.R.,	A.S. L.R.	A.S. Sett.	A.S. Sept Rev.	J.S. (F)	J.S. (A)	Secy.	M-3	M.?	Mel.
(1) Open file seen by			✓						✓	✓	✓
(2) Final draft seen by			✓								
(3) Now circulated to											
(4) Initials											

** Secretary
Joint Secretary

Passed for record.
4
1938

A.S. (L.R.)

~~A.S. (Sett.,)~~

** A.S. (Sep.Rev.)

~~A.D.S.L.R~~

~~I.~~ A.

** Note: - Entries not required to be scored out.